

1 Andrew H. Wilson, SBN #063209
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson, SBN #139220
5 BOWLES & MOXON
6255 Sunset Boulevard, Suite 2000
6 Hollywood, CA 90028
(213) 953-3360

7 Attorneys for Plaintiff
8 CHURCH OF SCIENTOLOGY
INTERNATIONAL
9

RECEIVED

AUG 03 1994

HUB LAW OFFICES

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

12 CHURCH OF SCIENTOLOGY) CASE NO. BC 052395
13 INTERNATIONAL, a California not-)
for-profit religious corporation,) [PROPOSED] ORDER RE
14) PLAINTIFF'S MOTION FOR
15) SUMMARY ADJUDICATION OF THE
Plaintiff,) FOURTH, SIXTH AND ELEVENTH
16) CAUSES OF ACTION OF
17 vs.) PLAINTIFF'S SECOND AMENDED
18) COMPLAINT
19)
GERALD ARMSTRONG; DOES 1 through) DATE: August 31, 1994
25, inclusive,) TIME: 8:30 a.m.
20) DEPT: 30
21)
Defendants.) DISC CUT-OFF: Oct. 7, 1994
22) MTN CUT-OFF: Oct. 21, 1994
23) TRIAL DATE: Nov. 7, 1994

23 This matter came on for hearing on August 31, 1994, on
24 motion of plaintiff Church of Scientology International ("the
25 Church") for Summary Adjudication of the Fourth, Sixth and
26 Eleventh Causes of Action of the Second Amended Complaint.
27 Plaintiff Church of Scientology International appeared by its
28 attorneys, Andrew H. Wilson of Wilson, Ryan & Campilongo and

1 Laurie J. Bartilson of Bowles & Moxon, defendant Armstrong
2 appeared by his attorney, Ford Greene. Having read and considered
3 the moving and opposing papers, and the evidence and arguments
4 presented therein and at the hearing, and good cause appearing:

5 IT IS ORDERED:

6 1. The Court finds that the following material facts are
7 undisputed:

8 a. Plaintiff and defendant freely and voluntarily
9 entered into a Mutual Release of All Claims and
10 Settlement Agreement ("Agreement") in December, 1986.

11 b. Plaintiff performed all of its obligations
12 pursuant to the Agreement.

13 c. Defendant Armstrong received substantial
14 consideration for the promises which he made in the
15 Agreement.

16 d. Defendant Armstrong breached paragraph 7(D) of the
17 Agreement in August, 1991, by executing a declaration
18 for use by the plaintiffs in the case of Aznaran v.
19 Church of Scientology of California, et al., United
20 States District Court for the Central District of
21 California, Case No. CV 88-1786 which contains
22 statements regarding his alleged experiences with and
23 knowledge of the Church and L. Ron Hubbard.

24 e. Defendant Armstrong breached paragraph 7(D) of the
25 Agreement in May, 1992 by executing a declaration for
26 use against the Church by David Mayo and the Church of
27 the New Civilization in the case of Religious
28 Technology Center et al. v. Robin Scott et al., United

1 States District Court for the Central District of
2 California, Case No. CV 85-711 which purports to
3 authenticate an earlier affidavit of Gerald Armstrong
4 which contains statements regarding his alleged
5 experiences with and knowledge of the Church.

6 f. Defendant Armstrong breached paragraph 7(D) in or
7 about March, 1992 by providing interviews to reporters
8 from CNN and The American Lawyer in which he made
9 statements concerning his knowledge of the Church and
10 L. Ron Hubbard which he had gained through his
11 experiences with the Church.

12 g. Paragraph 7(D) provides that the breaches
13 described in paragraphs 1(d) - 1(f), supra, require
14 payment to plaintiff Church of liquidated damages in
15 the amount of \$50,000 per breach. This Court finds
16 that the amount of \$50,000 per breach was reasonable
17 under the circumstances existing at the time the
18 contract was made.

19 2. This Court further finds that the Agreement is legal,
20 valid and does not violate any public policy. Opinion, Second
21 District Court of Appeal, Church of Scientology Interational v.
22 Armstrong, No. B069450.

23 3. Summary adjudication is therefore GRANTED as to the
24 Fourth Cause of Action, and plaintiff Church is awarded damages
25 thereon in the amount of \$50,000.

26 4. Summary adjudication is therefore GRANTED as to the
27 Sixth Cause of Action, and plaintiff Church is awarded damages
28 thereon in the amount of \$50,000.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5. Summary adjudication is therefore GRANTED as to the Eleventh Cause of Action, and plaintiff Church is awarded damages thereon in the amount of \$50,000.

DATED: _____, 1994

THE HONORABLE DAVID HOROWITZ
SUPERIOR COURT JUDGE

H:\ARMSTRON\NEWSJL10.ORD